

BellSouth Telecommunications, Inc.  
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333 Commerce Street  
Nashville, Tennessee 37201-3300

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REC'D TN  
REGULATORY AUTH.

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OFFICE OF THE  
EXECUTIVE SECRETARY  
July 10, 2000

Guy M. Hicks  
General Counsel

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

Re: Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCImetro Access Transmission Services, L.L.C. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.  
Docket No. ~~99-00964~~ 00-00608

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCImetro Access Transmission Services, L.L.C. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 4, 1997. The Amendment provides for the release of listing information to third party publishers.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Jon Hastings, Attorney for MCImetro Access Transmission Services, L.L.C.  
Martha P. McMillin, Attorney for MCI Telecommunications Corp.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re:

*Approval of the Amendment to the Interconnection Agreement Negotiated  
by BellSouth Telecommunications, Inc. and MCI metro Access  
Transmission Services, L.L.C. ("MCIIm") Pursuant to Sections 251 and  
252 of the Telecommunications Act of 1996*

Docket No. ~~99-00964~~ 00-00608

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND MCIMETRO ACCESS TRANSMISSION SERVICES, L.L.C.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, MCI metro Access Transmission Services, L.L.C. ("MCIIm") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated April 4, 1997 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, MCIIm and BellSouth state the following:

1. MCIIm and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to MCIIm. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on May 6, 1997.

2. The parties have recently negotiated an Amendment to the Agreement which provides for the release of listing information to third party publishers. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCIIm and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and MCIIm within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. MCIIm and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

MCIIm and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 10<sup>th</sup> day of July, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks

333 Commerce Street, Suite 2101

Nashville, Tennessee 37201-3300

(615) 214-6301

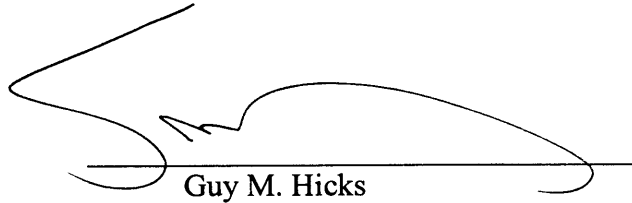
Attorney for BellSouth

## CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail:

Jon E. Hastings, Esq.  
Boult, Cummings, Conners & Berry, PLC  
Suite 1600, 414 Union Street  
Nashville, Tennessee 37219

Martha P. McMillin, Esq.  
MCI Telecommunications Corp.  
780 Johnson Ferry Road  
Atlanta, GA 30342



Guy M. Hicks

SECOND AMENDMENT  
TO MCIM/BELLSOUTH  
INTERCONNECTION AGREEMENT  
EFFECTIVE  
APRIL 4, 1997

Pursuant to this Amendment to the MCIm/BellSouth Interconnection Agreement (the "Amendment"), for the state of Tennessee, MCImetro Access Transmission Services, L.L.C. ("MCIm") and BellSouth Telecommunications, Inc. ("BellSouth"), herein referred to collectively as the "Parties," hereby agree to amend the MCIm/BellSouth Interconnection Agreement which was effective April 4, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCIm and BellSouth hereby covenant and agree as follows:

1. The Parties hereby agree that the following shall be added to the Interconnection Agreement as Section 6.3 of Attachment VIII:

6.3 Release of MCIm Directory Listings to Third Party Publishers

6.3.1 MCIm agrees to provide BellSouth, and BellSouth agrees to accept, MCIm Subscriber Listing Information (SLI) relating to MCIm customers in the geographic area(s) covered by this Interconnection Agreement. MCIm authorizes BellSouth to release all such MCIm SLI provided to BellSouth by MCIm to qualifying third parties pursuant to BellSouth's General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time, pursuant to license agreement, as applicable. Such MCIm SLI shall be intermingled with BellSouth listings or from the listings of any other CLEC that has authorized a similar release of subscriber listing information. BellSouth will use good faith efforts to obtain state Commission approval of necessary modifications to Section A38.2 of its tariff, if applicable, to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the Commission of such state has approved modifications to such tariff.

6.3.2 No compensation shall be paid to MCIm for BellSouth's receipt of MCIm SLI, or for the subsequent release to third parties of such SLI. MCIm agrees that to the extent BellSouth incurs costs to modify its systems to enable the release MCIm's SLI, or costs on an ongoing basis to administer the release of MCIm's SLI, MCIm shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform MCIm as of its good faith estimate of MCIm's share of such costs, and MCIm shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of MCIm's SLI.

6.3.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by MCIm under this Agreement. MCIm shall indemnify, hold harmless

and defend BellSouth from an against any damages, losses, liabilities, demands, claims, suits, judgements, costs and expenses (including but not limited to reasonable attorneys fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate MCI's listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to MCI's any complaints received by BellSouth relating to the accuracy or quality of MCI's listings. The date for the initial release of MCI's listings and subsequent updates shall be negotiated by the Parties.

2. The Parties agree that all of the other provisions of the Interconnection Agreement shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**MCI's Access Transmission  
Services, L.L.C.**

By: Marcel Henry  
Name: Marcel Henry  
Title: Vice President

Date: April 24 2000

**BellSouth Telecommunications,  
Inc.**

By: Jerry D. Hendrix  
Name: Jerry D. Hendrix  
Title: Senior Director

Date: 4/24/00